

1. PERFORMANCE WORK STATEMENT

The Contractor shall conduct Flight Training Services consisting of Flight Training, Flight Training Support, Flight Training Service Support for both aircrew and non-aircrew personnel.

1.1 CONSIDERATIONS

In recognition of the fact that every flight training and support need cannot be foreseen for the entire life of this contract, particularly due to rapidly changing technology, changing national strategic interests, and Army restructuring, budgetary and personnel realities, a certain degree of flexibility toward future flight training and support requirements is needed. To accomplish the mission of this brigade meeting future flight training and support needs of the Army, as the changing needs of the Government may dictate, the Contractor shall be prepared, at the direction of the Contracting Officer, to extend certain flight training and support services under this contract to other flight training, flight training support and/or flight training service support activities. For example, but not limited to, the changing needs of the Government may require: similar academic training services using advanced classroom technologies or new and emerging academic technology in other flight training, flight training support or flight training service support activities; similar flight simulator training services in other aircraft systems or categories including present, new or emerging aircraft or other simulator systems; similar aircraft flight training services in other aircraft systems or categories including present, new or emerging aircraft. In addition, the changing needs of the Government may include new flight training service requirements; past examples being aircraft transition training, combat skills training, aircrew coordination training, and night vision devices training; future examples may include, but not limited to, flight training support in the [REDACTED] and [REDACTED] aircraft. Finally, the changing needs of the Government may include providing strategic plans support for the Aviation Enterprise at [REDACTED]

2. FLIGHT TRAINING

2.1 Shall be conducted in compliance with the most current Programs of Instruction (POIs) and the applicable Flight Training Guides (FTGs). The FTG schedule for daily flight training periods must be flown daily as a minimum. Students are to fly each scheduled flight period, unless circumstances beyond the Contractor's control preclude training. The average daily time to maintain is shown in each course FTG; however, every effort shall be made to exceed this time, consistent with effective instruction, to allow for lost time due to weather, maintenance or other reasons. Each FTG shows the average daily flying time, the recommended daily flying time and the maximum amount of time the student can be ahead of scheduled time. Example: In the Initial Entry Rotary Wing Flight School XXI (IERW FSXXI) Primary FTG (August 2005) the average daily flying time is 1.3 hours, the recommended daily flying time is 1.5 hours and the maximum time ahead of scheduled time is 3.9 hours.

2.2 All courses may require weekend training, training on designated but not observed Training Holidays, and night training. Some periods of scheduled Simulated Flight Training System (SFTS) training in undergraduate courses may be conducted at night. Weekend and/or overtime flying may be required to makeup flight time that is lost due to aircraft availability, inclement weather, or other factors beyond the Contractor's control. Weekend and/or overtime may also be required for operations and training or to get ahead of student syllabus.

2.3 Flying Overtime will be requested by the supported battalion S3, but must be approved by the Contracting Officer before overtime work is actually performed. The Contracting Officer will notify the Contractor no later than 1500 hours on the Thursday prior to the weekend that flying is anticipated. If, after the Government's verification of the need for overtime, the request is approved, the Government will pay up to the approved overtime costs. The Contractor shall provide proof of the actual incurred costs to the Contracting Officer.

2.4 For the purpose of 2.2 and 2.3, overtime work is considered as any time exceeding 40 hours per week that has prior approval by the Government.

2.5 The Contractor shall accept the risk for non-prior approved overtime that is incurred in the usual course of events on a normally scheduled work day. Show any costs for non-prior approved overtime in the pricing proposal. Two examples of overtime at the Contractor's risk may include but not limited to:

- (1) IPs returning late due to a precautionary landing.
- (2) IPs delayed in returning due to weather conditions enroute.

2.6 The Contractor shall be responsible for providing the required training for students until they attain the standards of proficiency acceptable to the Government or until eliminated by the Government from the flight training program. In some instances students may require more than scheduled syllabus time prior to their completion or elimination from the flight training program. The Contractor shall provide the additional training required for these students without change to the contract price.

2.7 NEW HIRE/ANNUAL/REFRESHER/RECURRENCE TRAINING/EVALUATIONS

2.7.1 The Contractor will forward the resumes of personnel selected to perform flight duties for review by the Battalion and Brigade Government Flight Representatives (GFR) IAW the provisions of this contract and AR 95-20, a minimum seven (7) work days prior to the individual starting any Government funded training. This review process also applies to position changes within the Contractor workforce.

2.7.2 The Government will conduct a Commander's evaluation on all new hires to determine the contract instructor pilot's training requirements. A proficiency based training program based on the Commander's evaluation will be conducted in order to fully qualify the contract instructor on all applicable POIs and FTGs.

2.7.3 The Government will conduct standardization, instrument, and proficiency evaluation flights in accordance with the appropriate aircraft ATM, Regulations, SOPs, and unit Aircrew Training Program (ATP). These evaluations include, but are not limited to Annual Proficiency and Readiness Tests (APART) and no-notice evaluations.

2.7.4 Government conducted remedial training will begin if a Contract instructor pilot fails a Government standardization or instrument flight evaluation. That Contract instructor pilot will not be used for instructor pilot or pilot duties during this period and is not considered part of the qualified workforce until he successfully completes a Government reevaluation. Contractor instructor pilots that fail a Government standardization flight evaluation may receive up to five hours of Government provided flight time or simulator time for remedial training. MOI remedial training will be completed on a proficiency basis, but not to exceed five flight hours plus a re-evaluation.

2.7.5 The Government will conduct a proficiency flight evaluation as required by AR 95-1 for instructor pilots that have lost currency upon returning to duty from leave of any kind. If the instructor pilot fails the proficiency flight evaluation, then the Government will provide up to five flight hours for remedial training. MOI remedial training will be completed on a proficiency basis, but not to exceed five flight hours plus a reevaluation. Instructor pilots undergoing remedial training will not perform duties as an instructor pilot or pilot during this period and are not considered part of the qualified workforce until a successful reevaluation.

2.7.6 Contractor will provide a qualified replacement for any instructor pilot who fails a reevaluation or otherwise enters the Non-qualified workforce.

2.7.7 Contractor Instructor Pilots will maintain the same unit Aircrew Training Program (ATP) requirements as the Department of the Army Civilians (DAC).

2.8 JOB SPECIFICATIONS – GENERAL

2.8.1 Contractor Employees.

2.8.1.1 The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well being, or potential mission of the installation or its population.

2.8.1.2 All employees shall fluently read, write, speak, and understand the English language.

2.8.1.3 The Contractor shall recruit employees in such a manner to ensure continuous service to the complete requirements of this contract.

2.8.1.4 Contract employees should embrace new technologies to include (but not limited to) utilizing a computer to: perform word processing, access electronic publications, access the world wide web, simulation training device briefing/debriefing, and fill out electronic grade sheets, reports, brief/debrief sheets.

2.8.2 Employment.

2.8.2.1 The Contractor shall not employ any person who is an employee of the US Government, if employing that person (DOD military or civilian) would create a conflict of interest for the Department of Defense, unless such person seeks and receives advanced approval in accordance with the applicable service regulations.

2.8.2.2 Military Reservists and National Guard members may be subject to recall. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform; however, their absence at any time shall not constitute an excuse for nonperformance under this contract.

2.8.3 QUALIFIED WORKFORCE

Personnel meeting all requirements of this contract and available for work qualify toward the contract delivery requirement.

2.8.4 NON- QUALIFIED WORKFORCE

Personnel that may be undergoing remedial training, extensive recurrency training, or undergoing Government provided training or support that does not allow them to perform the duties outlined in the contract delivery requirement.

3. PERIOD OF PERFORMANCE

The period of performance for this contract will be as stated elsewhere within this task order, and one option year will be available.

4. REQUIREMENTS

4.1 TASK MANAGEMENT, STAFF COORDINATION, AND ORGANIZATIONAL SUPPORT

4.1.1 TASK MANAGEMENT

Due to the highly technical nature of the task, the number of Contractor flight positions, and the general risk involved in flight training and operations, the Contractor shall provide onsite task management oversight with specific aviation qualifications and experience to lead the Contractor's effort in a safe, efficient manner. The Contractor shall provide support/report to the [REDACTED] COR for the execution of daily tasks and will be under the administrative control of the contractor's Task Manager who shall ensure accomplishment of all requirements delineated in this contract. The Task Manager shall produce deliverables identified in "Exhibit A" and insure compliance with AR 95-20, "Contractor's Flight and Ground Operations".

4.2 AIRCRAFT TRAINING REQUIRMENTS

The Contractor shall provide flight training and flight training support to execute the [REDACTED]

[REDACTED]

[REDACTED]

5. PERSONNEL QUALIFICATIONS

The named positions and numbers of personnel listed in paragraphs 5.1 through 5.3.3 are what the Government considers to be the minimum number of personnel necessary to do the work. The positions and numbers shown are not intended to either limit or prescribe the Contractor's organizational structure, except that these are the minimums the Government considers acceptable. From time to time, because of the changing needs of both the Government and the Contractor, certain personnel positions may become either vacated or no longer necessary. In this case, a negotiated settlement for the reduced personnel may be effected by the Contracting Officer.

5.1 TASK MANAGER

5.1.1 CAPABILITY EXPERIENCE IDENTIFIERS

Demonstrated experience planning, directing and coordinating the activities of contract and/or task administration and program control specifically associated with aviation training programs. Must demonstrate ability to organize, plan, analyze, and conduct multiple sub-task activities simultaneously through a detailed task management plan. Must have experience supervising technical personnel to complete tasks relating to complex problem solving, aviation maintenance and training activities, cost effectiveness analyses, and systems management. Must have related experience for program management of large-scale military systems to include recent experience in: requirements definition; work planning; budget development; fiscal control; scheduling; task control; work progress assessments; contract management; client communications; staff recruiting/development, and inter-personal communications skills. Must demonstrate experience in quality assessment of task products, risk identification and modification and access to timely corporate resources for task support. Must report monthly actuals against the plan and give projections for completion.

The Task Manager must have U.S. Army Aviation experience and at least three years experience as an executive officer, standardization instructor pilot, or operations officer at the battalion level or higher.

5.1.2 TASK MANAGER REQUIREMENTS

The name of this person and an alternate, who can act for the Contractor when the Contract Manager is absent, shall be designated in writing.

- The Manager shall have full authority to act for the Contractor on all contract matters, with the exception that contract modifications may be signed by an individual such as a contract administrator at corporate level.
- The Manager or alternate shall be available from 7:30 AM to 4:15 PM, CT, Monday through Friday (minus Federal Holidays) to discuss flight training or contract business in person at Ft. Rucker unless prior coordination is made.

5.1.3 EDUCATION EXPERIENCE IDENTIFIERS

Masters Degree desired, BA/BS required; 20 years experience, 10 years in Senior Program Management or equivalent military positions or responsibility.

5.2 INSTRUCTOR PILOTS (IP)

5.2.1 CAPABILITY EXPERIENCE IDENTIFIERS

Must be a U.S. Army qualified IP in the [REDACTED]R), [REDACTED] or [REDACTED] IAW U.S. Army standards. Must have aircraft experience (as applicable for the position being filled) at company level or higher as an IP; must be capable of meeting Class 2 medical standards identified in AR 40-501 paragraph 4-2.b.(4). [REDACTED] IPs for the Spanish courses of instruction must be able to read, write, speak, and understand English and Spanish. Spanish is the primary language with emphasis on aviation terminology, aircraft systems, and flight instructions.

5.2.2 EDUCATION/EXPERIENCE IDENTIFIERS

Education: BA/BS desired, HS Diploma required; Experience: 5+ years as an aviator; last flight in the [REDACTED] AH-64D, [REDACTED]R) (as applicable for the position being filled) must have been within the previous 24 months in order to enter the Qualified Workforce. Contract Instructor Pilots that do not meet the currency requirements will enter the

non-qualified workforce and will receive Government provided currency and refresher training but as a lower priority than any Contract Instructor in the Qualified Workforce. Waivers to the currency requirement to directly enter the qualified workforce will be considered on an individual basis.

5.3 [REDACTED] SPANISH ACADEMIC TRAINING INSTRUCTORS

5.3.1 CAPABILITY EXPERIENCE IDENTIFIERS

Training will be conducted in accordance with approved Programs of Instruction (POI), with Spanish being the primary language. Academic instruction will be conducted on government site at [REDACTED] Contractor will conduct student training at the college level in the Spanish/English Languages in subjects to include but not limited to: Aerodynamics, Aircraft flight instruments, flight navigation for VFR and IFR, VFR flight planning, Aircraft survival equipment (ALSE), [REDACTED] aircraft systems, air traffic control, aeromedical subjects, IFR flight planning, IFR approach criteria, tactical flight operations, night vision goggles subjects, night aeromedical factors, night flight techniques, altitude physiology, instructing fundamentals, aircraft emergency procedures for [REDACTED] safety courses, officer development, air mission commander, and other classes as required in the Spanish POIs. Possess a working knowledge of computer systems. Contractor will have to prepare for class by reviewing lesson plans and personal notes, instructor guides, course materials, references and training aids. Analyze lessons to assure propriety of teaching concepts, references, instructional methods and media, training aids and equipment, and time estimates/requirements. Selects and synthesizes relevant, applicable aspects of directives, manuals, industry publications, and related references for texts, guides, handouts, exercises, aids, and examination. Tailors class scope, subject coverage, and related references to prepare for and present lessons. Contacts outside sources to obtain adopt materials or information to fill gaps in available references, incorporate new developments, or otherwise contribute to training enhancement. Apply a combination of instructional methods and techniques such as conference/lecture, demonstrations, practical exercises, seminars, programmed instruction, self-paced learning and case studies. Recommends, obtains, and employs training aids and equipment including TV, films, and slide projectors, audio/video players and computers. Administers and grades written and performance examinations, evaluates student progress, and conducts student counseling and remedial instruction as needed. Conduct cross-training of other instructors. Observes, evaluates, and advises on the progress of newly assigned aviators as required. Instructors will exercise some responsibility for the maintenance and improvement of courses assigned by the unit.

Must be a U.S. Army qualified [REDACTED] aviator or [REDACTED] maintainer and capable of successfully conducting classroom instruction in the Spanish language. Must be able to read, write, speak and understand English and Spanish. The government will provide platform instructor qualification as required for the programs of instruction. Government may, with exception, accept aviator qualification from an alternate source (i.e. – foreign government program).

5.3.2 [REDACTED] SPANISH ACADEMIC TRAINING INSTRUCTOR REQUIREMENTS

Spanish Academic Training support must be available continuously throughout a 12-hour work period (up to 80 hrs of operations weekly) as required, Monday through Friday (minus Federal Holidays) in person at 1-212th Aviation Battalion, Ft. Rucker. Significant handover of ongoing projects/issues will be required between personnel necessitating up to 80 man-hours of support weekly. Exact support times will vary throughout the contract period based upon flight training and operations support windows.

5.3.3 EDUCATION/EXPERIENCE REQUIREMENTS

Education: BA/BS desired, HS Diploma required; Experience: 5+ years as an aviator or 10+ years as a [REDACTED]
[REDACTED]

5.4 DECERTIFICATION

As a result of observation by the COR, GFR, Quality Assurance Evaluators, other Government approved evaluators, valid customer complaints, or verified student critiques, the Contracting Officer may direct the Contractor to decertify or remove any instructor under this contract. Efforts to correct the reason(s) for potential decertification may be made on a case by case basis. The Government may immediately decertify a contract instructor based on the severity of the event(s). Reasons for decertification and removal include, but not limited to, the following:

- Substandard performance during academic, flight, or training device instruction/evaluations.

- Training events aborted or non-effective due to inept instructor performance.
- Failure to protect or properly care for Government property or equipment.
- Acts that endanger the health or safety of Government or Contractor personnel.

6. DELIVERABLES AND PERFORMANCE

6.1 The contractor will prepare and deliver reports to the COR as requested per contract requirements.

6.2 The Contractor will have the training capability in place to provide one qualified Instructor Pilot per two flight students for a flight period on a daily basis Monday through Friday. Flight period distribution of the Contract Instructor Pilots will be at the discretion of the supported airfield training requirements with no additional cost to the Government. The contractor will be provided no less than 48 hours notice prior to shifts in distribution between flight periods. Example: ■■■■■ student capacity: 24 students morning flightline, 30 students afternoon flight line and 14 students night flight line...48 hours notice will be given if training requirements require a shift to 40-14-14 respectively. Contract instructor unavailability caused by Government directed shifts in training will not factor in to the affected workweek's Temporary Student Capacity Variations (TSCV) for the personnel directly affected. The training capability varies by airframe and is detailed below:

- ■■■■■ Daily training capability for 68 flight students (34 - 2:1 student sets)
- ■■■■■ Daily training capability for 28 flight students (14 - 2:1 student sets)
- ■■■■■ R): Daily training capability for 16 flight students (8 - 2:1 student sets)
- ■■■■■ Spanish: Daily training capability for 6 flight students (3 – 2:1 student sets)

6.3 TEMPORARY STUDENT CAPACITY VARIATIONS (TSCV)

Maintaining a consistent student capacity is vital to the Government in order to maintain class rosters and minimize disruptions of flight training. The contractor is responsible for maintaining enough qualified personnel to plan for normal or routine absences and vacancies. The Government does recognize that emergencies or unforecasted absences occur and to contract 100% student capacity without providing flexibility is not cost acceptable to the Government. Therefore the Government will accept the following temporary student capacity variations by airframe during a standard 5-day work week, should the contractor exceed the TSCV listed below the Government will deduct from the contract payment as described in 6.4. In good faith, the contractor will notify the Government immediately upon determining it will not meet the daily contract capacity so the Government can attempt to provide training resources. Maximum acceptable TSCV per 5 day workweek is as follows:

- ■■■■■ 8 students (4 - 2:1 sets)
- ■■■■■ 2 students (1 - 2:1 set)
- ■■■■■ 4 students (2 - 2:1 sets)
- ■■■■■ Spanish: 0 students (0 – 2:1 sets)

Example: UH60: Monday - 68 students; Tuesday - 68 students; Wednesday - 64 students; Thursday - 64 students; Friday - 68 students. There is no penalty associated with this training week; the deviation in TSCV (8 students or 4 sets) is within the allowable. For this example, if the contractor was only able to instruct 66 students on Friday, they would incur a financial penalty as described in 6.4.

6.4 FAILURE TO PROVIDE TRAINING CAPACITY

6.4.1 If the contractor fails to meet the student training capacity requirements as outlined in 6.2 and the TSCV in 6.3, the Government will deduct the Average daily IP GSA rate times the full number of student sets that training capacity was not provided during the week. Example: In the [REDACTED] example stated in 6.3 above, if the contractor capacity during the week was (-) 8 students (-4 sets), no penalty occurs (within the allowable TSCV), however if the capacity was (-) 10 students (-5 sets), a penalty of 5 x average daily GSA rate would be deducted.

7. SECURITY CLEARANCES

All contractor personnel must have and maintain a Secret Clearance. Office administrative personnel are exempt from this requirement.

8. MEDICAL STANDARDS

Contractor pilots conducting in-flight training must meet aviation medical requirements as described in AR 40-501 Standards of Medical Fitness, paragraph 4-2.b.(4) Contractor pilots will maintain a current Federal Aviation Administration (FAA) second-class Medical Certificate through duration of employment.

8.1 ADDITIONAL CONSIDERATIONS IF UNDER FAA MEDICAL WAIVER

An Army Flight Surgeon may suggest or recommend additional examinations or tests for those individuals maintaining Class 2 flying duties under an approved waiver. The Contract makes no provisions or funds to support any additional examinations or tests that may be suggested or recommended. It is the responsibility of the Contractor to present employees medically fit for flying duty. Therefore, if the Contractor, or the employee elects to have additional testing performed, such tests shall be at no cost to the Government. The Army Flight Surgeon will make the final recommendation of whether a contractor employee should be certified for flight status, therefore, the results of these additional tests will be furnished to the flight surgeon by the laboratory conducting the tests.

9. APPEARANCE

9.1 PERSONAL APPEARANCE

The Contractor shall ensure that personnel comply with paragraphs 3d(1-4), 3e, 3f, and 8 of USAAVNC Pamphlet 600-1 dated 1 August 2009 (and applicable paragraphs of future versions) and conform to military standards of personnel appearance and conduct as outlined in AR 670-1, while engaged in the performance of this contract. The Contractor shall require all flight instructors who are participating in flight instruction involving either ground operations of aircraft or actual aerial flight to wear Government furnished identification (ID) tags, safety clothing and equipment.

9.2 DRESS CODE

A copy of the Contractor's dress code will be provided to the COR. The contractor shall have dress code for personnel while working on this contract which shall consider the regional and military environment where the work will be performed and include as a minimum:

- Patches and insignia will adhere to AR 670-1 and local policies.
- The flight duty uniform for flight personnel.
- A distinctive nametag showing the name of both the Contractor and the individual, appropriate to the attire being worn.
- Conventionally accepted business office attire for managers and supervisors.

10. FLIGHT UNIFORM

The Government will provide applicable flight uniforms, Aviation Life Support Equipment (ALSE), and safety equipment. Use of these items is mandatory. The Contractor shall be responsible for the employee returning flight uniforms, ALSE, and safety equipment to the Government prior to the termination of employment. The Contractor shall be responsible for the employee returning flight uniforms, ALSE, and safety equipment in a clean condition

with fair wear and tear allowed. The Contractor shall request flight uniforms and safety equipment for new employees after they have provided a current FAA Second Class Medical Certificate

11. FRATERNIZATION

The Contractor shall ensure that all of his personnel adhere to the provisions of USAACE Reg. 600-1, which pertains to wrongful fraternization.

12. GOVERNMENT FURNISHED SUPPORT

12.1 DOCUMENTS, STUDIES, ANALYSES.

The Government will provide the Contractor with access to unclassified and classified documents, studies, and databases, to include commercial proprietary information when required, and other documents necessary to accomplish the tasks specified by the Government. Those documents and systems shall be returned to the Government at the conclusion of the work. The Government shall also provide access to appropriate functional proponents and subordinate agencies as necessary to allow the contractor to accomplish assigned work.

12.2 FURNITURE, EQUIPMENT, INFORMATION TECHNOLOGY.

Instructor Pilots' and Flight Training Support work will be accomplished on-site at Government facilities. The Government will have available for use workspace and office equipment necessary to accomplish the tasks assigned. The Government will also provide unique items of equipment required by Army regulations (flight suits, helmets, survival vests, survival radios, etc.).

12.3 SECURITY IDENTIFICATION CARDS

The Government will provide contract personnel with civilian identification badges (DA FORM 1602), upon verification of employment by the contractor, for the purpose of entering the installation, airfields, and activities as required in performance of the contract. The Contractor shall ensure that civilian identification cards are obtained for all employees through coordination with the [REDACTED] Security Division and Identification Card Section. The contractor shall be responsible for the employee returning the civilian identification card (DA FORM 1602) to the Government upon expiration or termination of employment.

12.4 COMMON ACCESS CARD (CAC)

The contractor shall provide information required for issuance of a Common Access Card (CAC) to the COR or applicable Trusted Agent, as appropriate, for all personnel requiring access to Government facilities in performance of this contract. The contractor shall ensure all personnel requiring a CAC obtain an Army Knowledge Online (AKO) account and email using the COR or Task Order Technical Point of Contact (TPOC), as appropriate, as the account sponsor. The contractor shall ensure all personnel requiring access to Government computer resources complete required training for operating and retaining a user account on a Government network. Contractor personnel shall use their assigned AKO email address for all email correspondence related to performance of Government's Task Orders.

13 EMPLOYEE TRAINING AGREEMENT

Employee Training Agreement - Personnel hired into positions where training provided by the Government to an employee is recognized as a costly, marketable commodity (Primarily, but not excluding others, Flight Training Instructor Pilot MOI training). The Contractor shall establish an Employee Training Agreement Program. This training agreement between the Contractor and the employee is to help insure that a Contractor Employee who accepts training at Government expense under this contract is willing to incur an obligation to work under the contract for a period of one year. The contractor shall submit, as part of its proposal, its plan to address this issue, to include a method to compensate the Government for a pro-rata share of the unliquidated training expense. The Contractor may submit a written request to the Government for relief from this obligation, if the Government will still receive, either directly or indirectly, benefit. The Government will either grant or deny the request for relief based on the justification and circumstances. Employees of the incumbent Contractor, hired into the same job by a new Contractor, are considered by the Government to have met the Contractor's Employee Training Agreement.

14. SUPERVISION OF CONTRACT PERSONNEL

Contractor-supplied personnel are employees of the contractor and under the administrative control and supervision of the contractor. The contractor, through its personnel, shall perform the tasks prescribed herein. The contractor shall select, supervise, and exercise control and direction over its employees under this contract. The contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other contractor. The Government will not exercise any supervision or control over the contractor personnel in the performance of contractual services under this order. The contractor is accountable to the Government for the actions of its personnel. In the event the Government determines the performance of assigned contractor personnel or any substitute(s) to be unsatisfactory at any time during the life of this contract, the Government reserves the right to officially notify the contractor of unsatisfactory performance and demand corrective action. Government notification will include personnel summary of the unsatisfactory performance. In the event replacement personnel are required they must have the same minimum qualifications, additional specialized or specific experience and meet any applicable security requirements. The contractor has 15 working days to complete the replacement process or the contractor will notify the government in writing of the reasons for the delay in personnel replacement.

In order to achieve adequate separation IAW FAR 37.104(d) the Government will:

- a. Broadly define the type of services required and expected output IAW the applicable brigade SOP.
- b. To the extent possible, activities shall be identified in such a manner that contractor personnel bear total responsibility for the process and the product. Work assignments shall express "what" is required rather than "how" the assignments are to be accomplished.
- c. Ensure that contractor employees are managed by contractor management, and that contractor management has the autonomy to deal effectively with their employees and implement corporate practices.
- d. Ensure that, to the maximum extent practicable, civil servants and contractor personnel are not located in the same offices or intermingled in open space environments.
- e. Avoid placing undue influence on contractors.
- f. Address task performance issues through Contractor Management and Government contract management personnel.
- g. Ensure that office space occupied by their personnel is clearly labeled with the name of the company.
- h. Ensure, to the extent practicable, that external correspondence signed by contractor employees is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.
- i. Ensure that their onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting is used.
- j. When participating in meetings with Government and/or other contractor employees, ensure that their personnel properly identify themselves as contractor employees so that their actions will not be construed as acts of Government officials.

15. STANDARDS OF CONDUCT AND RESTRICTIONS

The contractor will not:

- a. Discuss with unauthorized persons any information obtained in the performance of work under this contract.
- b. Conduct business, other than that which is covered by this contractor, during periods paid for by the Government.

- c. Conduct business not directly related to this contract on Government premises.
- d. Use computer systems and/or Government facilities for company or personal business.
- e. Recruit on Government premises or otherwise act to disrupt official Government business.

16. QUALITY CONTROL REQUIREMENTS

The contractor shall implement and maintain a quality control program. The program shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control. The adequacy of reports and documentation shall be the responsibility of the contractor. All quality control operations performed by the contractor shall be subject to U.S. Government verification. Verification shall consist of monitoring the operations to determine that the practices and methods of the contractor's procedures are properly applied. Contractor conformance to the requirements of this PWS will be measured in accordance with the Quality Assurance Surveillance Plan (QASP).

The Contractor is responsible for the quality of the services performed. Nonperformance or unsatisfactory performance is indicative of the Contractor not maintaining an acceptable quality assurance and quality control program.

17. OTHER DIRECT COSTS

SCHEDULE OF INSURANCE -- The Contractor shall procure and thereafter maintain in full force and effect during the term of this contract insurance coverage as set forth below:

- (a) Workman's Compensation Insurance as required by law and Employer's Liability Insurance – \$100,000.00
- (b) Comprehensive General Liability Insurance at \$500,000.00 per occurrence for bodily injury.
- (c) Aircraft Public/Passenger Liability Insurance:
 - Per Person \$200,000.00
 - Per Occurrence: Bodily Injury \$500,000.00
 - Per Occurrence: Property Damage \$200,000.00
 - Passenger Liability: Bodily Injury \$200,000.00 (multiplied by the number of seats or passengers, whichever is greater)
- (d) Automobile Liability Insurance at \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage.

Before commencing work under this contract, the Contractor shall certify to the Contracting Officer, in writing, that the insurance required by paragraphs (a), (b), (c), and (d) above has been obtained.

18. ADMINISTRATIVE CONSIDERATIONS

- a. Points of Contact.

[REDACTED]

[REDACTED]

b. Hours of Work. Contractor personnel are expected to conform to supported agency normal operating hours which can range between 4:30 AM, CT, each working day to 1 AM, CT, the next day. Contractor personnel shall be available for 8 hours per duty day.

c. Contractor Manpower Reporting (CMR): The Contractor is responsible for providing input into the CMR system in accordance with the information provided herein.

The Contractor is required to report all Contractor manpower required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: [REDACTED] The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the period of performance not to exceed 12 months each Government fiscal year. Reporting must be completed no later than 31 Oct for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination. Contractor shall notify the COR in writing on the last business day of October of each year with the status of the CMR compliance or non-compliance. Notification may be submitted via E-mail.

d. Place of Performance. Work is to be performed at the following on-site primary location and additional location(s) subject to change at the discretion of the supported agency:

(1) [REDACTED]

(2) All basefields/airfields utilized with [REDACTED] training